



April 4, 1977

Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

RECORDATION NO. 8403-F Filed &amp; Recorded

7 098A065

APR 8 1977-8 00 PM

APR 8

LO

Dear Sir:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act and the regulations promulgated thereunder, as amended, are the original and two counterparts of a Schedule which is a supplement to a Lease dated as of April 16, 1976, which Lease was recorded under the provisions of such Section on July 7, 1976 and bears recordation Number 8403.

A general description of the railroad equipment covered by the enclosed document is, as follows:

2 70-ton Flat Cars numbered:

WPSX 87701, WPSX 87702

The names and addresses of the parties to the enclosed document are:

LESSOR: United States Leasing Corporation  
633 Battery Street  
San Francisco, California 94111

LESSEE: Wheeling-Pittsburgh Steel Corporation  
4 Gateway Center  
P. O. Box 118  
Pittsburgh, Pennsylvania

The undersigned is an executive officer of the Lessor mentioned in the enclosed document and has knowledge of the matters set forth therein.

RECEIVED  
APR 8 2 50 PM '77  
T.O.O.  
FEE OPERATING BR.

United States Leasing Corporation  
633 Battery Street - San Francisco, California 94111

Secretary, Interstate Commerce Commission  
April 4, 1977  
Page Two

Please return the original of the enclosed Schedule to Mrs. Alicia N. Noyola, United States Leasing Corporation, 633 Battery Street, San Francisco, California 94111, or to the bearer hereof.

Also enclosed is a remittance in the amount of \$10.00 covering the required recording fee.

Very truly yours,

UNITED STATES LEASING CORPORATION

By   
its Assistant Vice President

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

4/11/77

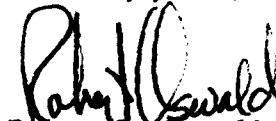
OFFICE OF THE SECRETARY

Mrs. Alicia N. Noyola  
U.S. Leasing Corp.  
633 Battery Street  
San Francisco, Calif. 94111

Dear Mrs. Noyola,

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on 4/8/77 at 3:00pm ,  
and assigned recordation number(s) 8403-E

Sincerely yours,

  
Robert L. Oswald  
Secretary

Enclosure(s)

SE-30  
(5/76)

CONFORMED COPY  
SCHEDULE

Schedule No. 6 - 014215

A. EQUIPMENT LEASED:

RECORDATION NO. .... Filed & Recorded

2 70 ton Flat Cars numbered WPSX 87701, WPSX 87702 APR 8 1977 - 3 00 PM

UNITED STATES COMMERCE COMMISSION

B. TERM: Unless sooner terminated as set forth in the lease, the term of this lease respecting each item of equipment listed on this schedule expires on March 30, 1980

C. RENT: As rent for said equipment, lessee shall pay lessor the sum of \$ 16,661.16  
Except as otherwise provided in the lease or in this schedule said rent shall be payable in 36 monthly installments, commencing on March 30, 1977 as follows:

PENNSYLVANIA  
STATE OF ~~CALIFORNIA~~ )  
COUNTY OF ~~SAN FRANCISCO~~ ) ss  
ALLEGHENY

On this 16 day of March, in the year 1977,

STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO ) ss

On this 4th day of April, in the year 1977,  
before me, Sylvia P. Ferras, a Notary Public in and for  
said county, personally appeared George O. Duval & John  
Nobrega, known to me to be the Vice President and Asst.

Vice President of the corporation which executed the within  
instrument, and known to me to be the person(s) who executed  
the within instrument on behalf of the corporation therein  
named, and acknowledged to me that such corporation executed  
the within instrument pursuant to its by-laws or a resolution  
of its Board of Directors.

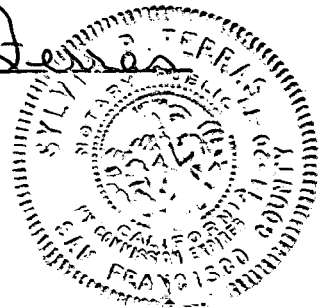
San Francisco, California

*Sylvia P. Ferras*  
Notary Public

My commission expires:

November 20, 1977

(Notarial Seal)



Appropriation 19-176-180-692  
Garrett Railroad

APPROVED AND AGREED TO this 11th day of March, 1977, as  
a schedule to that certain lease dated the 16th day of April, 1976,  
by and between the parties hereto, and made a part hereof.

UNITED STATES LEASING CORPORATION

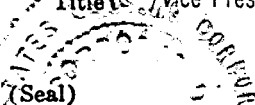
WHEELING-PITTSBURGH STEEL CORPORATION

By *[Signature]*  
Title Assistant Vice President

By *[Signature]* ✓  
Title J. S. Howard  
Vice President - Finance

By *[Signature]*  
Title Vice President  
Lessor

By *[Signature]*  
Title  
Lessee



633 Battery Street, San Francisco, California 94111

Address



Lessee:  
Wheeling-Pittsburgh Steel Corporation

(A) As set forth in the Lease and the Schedule Lessee shall have the right to renew the Lease as to all but not less than all of the Equipment then leased thereunder at the expiration of the original term or a renewal term, at a renewal rent equal to the "Fair Market Rental" (as defined hereinafter). The term of each renewal shall be for one (1) year from the date of expiration of the original term or a renewal term. Lessee shall give Lessor written notice ninety (90) days prior to the end of the original term or a renewal term, as appropriate, of its election to exercise the renewal option provided for in the Lease, the Schedule and this Exhibit. Payment of said Fair Market Rental shall be made annually in advance at the place of payment specified in Section 3 of the Lease.

(B) The "Fair Market Rental" shall be an amount mutually agreed upon by Lessor and Lessee; provided that if Lessor and Lessee are unable to agree upon the Fair Market Rental of any Item of Equipment within thirty (30) days after receipt by Lessor of the notice of Lessee's election to exercise the renewal option, such Fair Market Rental shall be determined by an appraiser selected by mutual agreement of Lessor and Lessee. If Lessor and Lessee are not able to agree upon an appraiser, or if the Fair Market Rental is not so determined within sixty (60) days after receipt by Lessor of Lessee's election to renew, the same shall be determined by American Appraisal Company or any successor thereto. Any costs of such appraisal shall be borne by Lessee.